



TERMS OF TRADE

While it might feel a bit time-consuming to read the fine print, we do believe it is the best way to manage expectations and avoid any surprises. Here you will find a clear brief of what we consider important details that you, as the customer, might need to know. Followed by our Terms of Trade that we operate to. Our terms of trade set out what we will deliver to you and what we expect from you as a Goodyer Electrical Limited (Trading as Goodyer Solar) customer. The last thing we want is a mismatch in understanding and a poor outcome for you, the homeowner.

We believe in providing great service and we take pride in our standards. The terms of trade below serve as the criteria for all of the work we carry out. These terms override any agreements made in person, over the telephone, or in any other communication unless we have it in writing by both parties.

When you ask Goodyer Electrical Limited (Trading as Goodyer Solar) to carry out work on your behalf, you agree to uphold your obligations under these terms of trade.

1. Charge Out rates

Domestic Electrician: \$83 plus GST per hour
Solar Technician: \$83 plus GST per hour
Commercial Electrician: \$87.31 plus GST per hour
1st Year Apprentice: \$57.75 plus GST per hour
Labourer: \$45.88 plus GST per hour
There is a minimum 1 hour charge for all trades

Vehicle Travel/Service Fee:

We charge a travel fee for all work, costs are as followed plus GST:

1. Blenheim - \$18
2. Renwick/Seddon - \$20
3. Picton - \$35
4. Marlborough Sounds: subject to distance.

This charge is incurred for each site visit required to your property. For any additional travel outside of these zones it is charged at \$1.25 per KM.

Administration Fee: We charge a one off administration fee of \$35 + GST for each job that requires organisation of outside contractors /stakeholders.

Health and Safety Fee: Each job incurs a one-off Health and Safety fee of \$8.50 + GST which covers your Electrical Safety Certificate and/or Certificate of Compliance.

Asbestos containing switchboards or materials: If your property requires the tradesmen to work on an asbestos or what appears to be an asbestos containing distribution board or materials in a pre 1990 property there will be an additional fee of \$75 + GST in order to cover the additional procedures required to protect our employees and your home.

After Hours Call Out Fee: We define our normal hours of business from 8:00am - 4:00pm Monday - Friday.

Work done outside of these hours is subject to an after hours call out fee of \$100 plus GST. On top of the call out fee, there is a minimum charge of one hour for labour (charged at time and a half).

2. Materials Supplied By You:

When you have chosen not to use goods or materials that are either provided, supplied or manufactured by us or one of the brands recommended by us and purchased from a recommended retailer, then we do not know if those materials meet the NZ Electrical Standards.

Therefore, Goodyer Electrical may reject any jobs where the client has supplied their own materials for the work to be completed.

If we attend the site and the work can not be completed due to the non compliance of your owner supplied fittings, you will be charged for the time & travel of the tradesman (minimum of 1 hour).

Goodyer Electrical accepts no responsibility for any damage or performance related problems with any materials where they have not been used and/or maintained in accordance with the Electrician's advice and/or the manufactures' recommendations.

3. Price

(a) The Company's prices are subject to alteration without notice and the Price payable by the Customer for the goods and services ordered shall be the Price ruling at the date the goods and services are received by the Customer. The Company reserves the right to vary the price unless it is subject to a quotation specified as a fixed price.

(b) Quotations are valid for 14 days from the date of quotation unless otherwise stated.

(c) Any prices provided by the Company to the Customer are based on the cost of materials, labour, rates of exchange, insurance, freight, duty, taxes and other cost items over which the Company has no control. Any increase in costs to the Company prior to delivery caused by these factors will be payable by the Customer. To avoid such price increases the Customer may be asked to purchase materials in advance to obtain quoted rates prior to price increase.

(d) All prices exclude Goods and Services Tax, unless otherwise stated.

4. Performance

(a) Performance of the Agreement by the Company is subject to the Company being able to obtain all supplies, licences, permits and the like necessary to enable the Company to both obtain any goods or materials required and complete the services required.

(b) In the event this Agreement is cancelled prior to delivery for any reason the Company reserves the right to invoice the Customer for costs incurred by the Company up to the date of cancellation.

SOLAR CLIENTS ONLY:

During the quoting process Goodyer Solar will provide an estimate of the expected annual performance of the solar system. The performance estimate is based on your location, the orientation and inclination of the solar panels, expected losses and possible shading from surrounding objects. Goodyer Solar is not responsible for maintaining the cleanliness of the panels or any future shading which may affect the performance. Goodyer Solar cannot accurately predict the return on investment period of your solar system. The return on investment will vary depending on the rates you purchase and sell energy for, the quantity of energy you consume and when, the amount of energy you consume directly from the solar system and if you have any energy management technology in place.



5. Acceptance of Terms & Conditions

- (a) Upon the Customer accepting a quote, placing an order for or accepting delivery of any Works the Customer is taken deemed to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions
- (b) Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- (c) Upon acceptance of these terms and conditions by the Customer the terms and conditions are binding and can only be amended with the written consent of the Seller
- (d) The Customer accepts and acknowledges its obligation to provide all contract Works insurance unless otherwise agreed to in writing prior to commencement of the Works.
- (e) The supply of Materials by the Electrician to the Customer for accepted orders is subject to availability and if, for any reason, Materials are not or cease to be available, The Electrician reserves the right to vary the Price with alternative Materials as per clause
- (f) The Electrician also reserves the right to halt all Works until such time as The Electrician and the Customer agree to such changes.

6. Warranty

- (a) In the event any goods or part of any goods supplied by the Company prove defective during the warranty period by reason only of defective materials or defective workmanship of the Company, and subject to the limitations of liability below, the Company may at its sole discretion either: (i) repair or replace any part of the goods supplied by the Company; or (ii) refund the Customer compensation determined by the Company at its sole discretion for the reduction in value of the faulty goods as supplied.
- (b) If any defect becomes evident within the warranty period in any part of the goods supplied not caused by the Company, the Company will endeavour to obtain for the Customer the benefit of any guarantee or warranty given by the manufacturer of such part but shall otherwise be under no liability whatsoever in respect of the goods supplied.
- (c) In this context "warranty period" means the six (12) months commencing on the date of delivery unless specified in the quotation.
- (d) **the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:**
1. failure on the part of the Customer to properly maintain any Goods; or
 2. failure on the part of the Customer to follow any instructions or guidelines provided by the Seller; or
 3. any use of any Goods otherwise than for any application specified on a quote or order form; or
 4. the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 5. fair wear and tear, any accident or act of God.
 6. the warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Seller's consent.
 7. in respect of all claims the Seller shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.

(a) Consumer Guarantees Act 1993

If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Seller to the Customer.

7. Delivery, Risk and Title

- (a) Delivery, unless otherwise specified in writing, is to be made at the Customer's premises.
- (b) Dates of delivery shall not be of the essence of the Agreement and the Company shall not be liable for any loss, expense, injury, damage or claim whatsoever or howsoever arising resulting from any delay in delivery howsoever such delay is caused.
- (c) The risk in the Agreement goods or services supplied shall pass to the Customer upon delivery.
- (d) Ownership in the Agreement goods supplied shall not pass upon delivery and is expressly retained by the Company until such time as the Customer has discharged all outstanding indebtedness whatsoever to the Company whether in respect of the goods supplied or in respect of any other goods or services provided by the Company to the Customer.

8. Defects

- (a) The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Company an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Company has agreed in writing that the Customer is entitled to reject, the Company's liability is limited to either (at the Company's discretion) replacing the Goods or repairing the Goods.
- b) Goods will not be accepted for return other than in accordance with clause 6(a-d).

9. Payment

- (a) Unless otherwise provided for in this Agreement the Customer shall pay the Agreement price of the Agreement goods and any other costs, charges or expenses provided for by these conditions within 7 working days of delivery of the goods or for approved credit accounts with the Company by the 20th of the month following the month in which delivery is made. At any time before completion of the Agreement and as a condition precedent to the performance or further performance by the Company of the Agreement the Company may request the Customer to produce evidence in a form and nature acceptable to the Company of the Customer's ability to pay all moneys which may be or become due to the Company under the Agreement and if the Customer shall fail to produce such evidence in accordance with such request the Customer shall be deemed to have made default under the Agreement and the Company shall be entitled (but without prejudice to any other remedy it may have) to rescind the Agreement.
- (b) Quoted and estimated works exceeding \$5,000 are required to pay a deposit of 50% to ensure the cost and supply of materials can be met (MDC Energy Efficiency Funding and finance solar customers may vary)

10. Default and Consequences of Default

- (a) Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Company's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- (b) In the event that the Customer's payment is dishonoured for any reason the Customer shall be liable for any dishonour fees incurred by the Company.
- (c) If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt including legal costs on a solicitor and own client basis and the Company's collection agency costs.
- (d) Without prejudice to any other remedies the Company may have, if at any time the Customer is in breach of any obligation (including those relating to payment) the Company may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Company will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this clause.



11. Title

(a) the Electrician and the Customer agree that ownership of the Materials shall not pass to the Customer until:

1) the Customer has paid the Seller all amounts owing for the particular Goods; and

2) the Customer has met all other obligations due by the Customer to the Seller in respect of all contracts between the Seller and the Customer.

(b) Receipt by The Electrician of any form of payment other than cash shall be deemed to be received by the Electrician once they have cleared funds in their Bank account that cannot be reversed.

(c) Risk for the materials shall move to the Customer as soon as they accept delivery.

(d) It is further agreed that:

1) Until ownership of the Materials passes to the Customer is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to the Electrician on request.

2) The Customer holds the benefit of the Customer's insurance of the Materials on trust for the Electrician and must pay to the Electrician the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed.

3) the Customer must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Materials then the Customer must hold the proceeds of any such act of trust for the Electrician and must pay or deliver the proceeds to the Electrician on demand.

4) if the Customer fails to return the Goods to the Seller then the Seller or the Seller's agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Goods are situated and take possession of the Goods, and the Seller will not be liable for any reasonable loss or damage suffered as a result of any action by the Seller under this clause

12. Provision of works

(a) the company will ensure that the works start as soon as it is reasonably possible or as otherwise as advised to the customer.

(b) The works commencement date will be put back and the completion date extended by whatever time is reasonable in the event that the Electrician claims an extension of time (by giving the Customer notice) where completion is delayed by an event beyond The Electrician's control, including but not limited to any failure by the Customer to:

1) make a selection; or

2) have the site ready for the Works; or

3) notify The Electrician that the site is ready; or

4) where the Works are delayed by either the Customer or any other third party or pandemic/employee sickness.

(c) Any time or date given by the Electrician to the Customer is an estimate only. The Electrician shall not be liable for any loss or damage whatsoever due to failure by The Electrician to deliver the Works (or any part of them) promptly or at all, where due to circumstances beyond the reasonable control of the Electrician. This is inclusive of Covid 19 isolation delays.

(d) Any recommendations, advice, assistance or information provided by the Electrician is provided in good faith and the Electrician shall not be liable in any way for any damage, loss or other costs in relation to the Customer or their agent or other contractors reliance on the recommendations, advice, assistance or information. The Customer, their agent or contractors take this recommendation, advice, assistance or information at their own risk and using their own judgement.

13. Plans and Specifications

(a) all customary building industry tolerances shall apply to the dimensions and measurements of the Materials unless the Electrician and the Customer agree otherwise in writing.

(b) The Electrician shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer or the Customers representatives or contractors.

(c) If any reference to the position of any electrical installations is removed or covered up by the Customer or the Customers contractors, then the Electrician shall not be responsible for any damage caused in relation to the locating of the installations or additional labour occurred. In this instance the installations will be at the sole discretion of the Electrician.

(d) Any additional costs caused by the Customer not providing an acceptable plan or scope of work, will be the responsibility of the Customer.

(e) If the Customer requests the Electrician to decide on the positioning of any electrical installations the Customer shall be deemed to have accepted the positioning of such.

14. Customer Responsibilities

(a) any scaffolding the Electrician considers is required to complete the works in a safe manner will be at the Customers cost. The scaffolding must be provided and erected by a professional scaffolding company and be acceptable to the Electrician at the Electricians sole discretion.

(b) The customer must provide the area of the works clear from all furniture and obstructions. If the Electrician has to move anything from the area of the works, if the Electrician chooses to do so, this will be done at the sole risk of the Customer and any damage to the Customers property will not be the responsibility of the Electrician.

(c) The customer shall ensure that the Electrician has clear and free access to the work site at all times to enable them to undertake the works. The Electrician shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless it is due to the negligence of the Electrician

(d) On request the Customer will advise and mark the precise location of all underground services on the site. The underground services the Customer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site. While the Electrician will take all due care, any damage caused by the Customer not correctly and precisely locating such underground services will be the responsibility of the Customer and the Customer will indemnify the Electrician from all liability, claims, loss, damage or fines.

(e) The customer is responsible for any materials or products that they supply. Any additional costs incurred because the materials provided are not fit for purpose for any reason including but not limited to bring the wrong:

A) size; (B) rating; (C) electrical standard, (D) quality; (E) colour and finish; will be the Customers responsibility. Please refer to section 2.

15. Cancellation

(a) the Company may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Company shall repay to the Customer any sums paid in respect of the price. The Company shall not be liable for any loss or damage whatsoever arising from such cancellation.

(b) In the event that the Customer cancels delivery of the Goods the Customer shall be liable for any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation.

(c) Cancellation of orders for Goods made to the Customer's specifications or non-stocklist items will definitely not be accepted, once production has commenced.

(d) if the Customer fails to provide access for a booked appointment with the Electrician with no notification of cancellation within a 12 hour period the Customer will incur a \$75 cancellation fee.



16. Dispute Resolution

(a) All disputes and differences between the Customer and the Electrician touching and concerning this agreement will be attempted to be resolved with good faith negotiations. If the dispute or difference can still not be resolved through good faith negotiations, it shall be referred to mediation in such forms as an arbitrator.

17. Compliance with Laws

(a) The Customer and the Electrician shall comply with the provisions of all statutes, regulations and bylaws that may be applicable to the works.
(b) Unless otherwise agreed the Customer shall obtain any consents that may be required for the works.
(c) The Customer will be responsible to ensure that the site where the works are to take place will comply with any occupational health and safety laws relating to building/construction sites to the satisfaction of the Electrician. Until the Electrician is satisfied that the site meets all health and safety requirements, they will not commence work.

18. Privacy Act 1993

(a) the Customer and the Guarantor/s (if separate to the Customer) authorises the Company to:

- 1) collect, retain and use any information about the Customer and/or Guarantors, for the purpose of assessing the Customer's and/or Guarantors creditworthiness or marketing products and services to the Customer and/or Guarantors; and
- 2) disclose information about the Customer and/or Guarantors, whether collected by the Company from the Customer and/or Guarantors directly or obtained by the Company from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer and/or Guarantors.

(b) Where the Customer and/or Guarantors are an individual the authorities under clause 17.1 are authorities or consents for the purposes of the Privacy Act 1993.
(c) The Customer and/or Guarantors shall have the right to request the Seller for a copy of the information about the Customer and/or Guarantors retained by the Company and the right to request the Company to correct any incorrect information about the Customer and/or Guarantors held by the Company.

19. Hazardous Substances

(a) If the Electrician or anyone else identifies materials around the area that the works are being completed that they suspect may be hazardous, toxic or otherwise a danger to the Electrician, including but not limited to asbestos, then it will be the Customer's responsibility to have the substance tested and if necessary removed. Until the Customer has provided evidence to the Electrician that the substance is not dangerous or has been removed by a suitably qualified person, the Electrician may take any steps that they see necessary including refusing to complete any further works.
(b) Any building built before 1 January 2000 is likely to contain some form of asbestos, particularly those built, altered or refurbished between 1940 and the mid-1980s. This is most commonly found in meter and switchboard back boards and soffits. If the Electrician is required to work on potential ACM (Asbestos Containing Material) the Customer will incur a \$75 working on asbestos fee to recuperate the cost of an Asbestos Management Plan and procedures that must be followed for the Electrician's safety and the Customer's.

20. General

(a) If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
(b) These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
(c) The Company shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Company's of these terms and conditions.
(d) In the event of any breach of this contract by the Company the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.
(e) The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Company nor to withhold payment of any invoice because part of that invoice is in dispute.
(f) The Company may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
(g) The Company reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Company notifies the Customer of such change.
(h) Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm, infectious disease or other event beyond the reasonable control of either party.
(i) The failure by the Company to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Seller's right to subsequently enforce that provision.